



**BRUCE A. CHERNOF, M.D.**  
Acting Director and Chief Medical Officer

**JOHN R. COCHRAN, III**  
Chief Deputy Director

**WILLIAM LOOS, M.D.**  
Acting Senior Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

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First District

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Fifth District

January 26, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT OF  
RIGHTS OF AN ALCOHOL AND DRUG DRIVING-  
UNDER-THE-INFLUENCE AGREEMENT  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Acting Director of Health Services, or his designee, to sign Amendment No. 1, an Approval of Delegation of Duties and Assignment of Rights, to Agreement No. H-212387, substantially similar to Exhibit I, with DUI Program of SFV to change the sole proprietorship from Ronald Nicholas, Ph.D. to Wendie Warwick at no net County cost.
2. Delegate authority to the Acting Director, or his designee, to sign any Approval of Delegation of Duties and Assignment of Rights of Alcohol and Drug Program DUI services Agreements through the end of the renewal period of September 30, 2010, upon review and approval by County Counsel and notification to the Board.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

In approving these actions, the Board is authorizing the Acting Director of Health Services to sign an Approval of Delegation of Duties and Assignment of Rights with DUI Program of SFV, to change the proprietorship. The corporate name and the service address will not change.

Board approval is required to delegate the duties and assign the rights of agreements from the current owner to another. The Board is also authorizing the Acting Director to sign any future

Approval of Delegation of Duties and Assignment of Rights through the end of the renewal period of September 30, 2010.

FISCAL IMPACT/FINANCING:

There is no fiscal impact as a result of these actions. The services provided under this Agreement are offset by the collection of fees from participants.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1978, the Board has approved alcoholism services agreements with community agencies for the provision of alcoholism rehabilitation services to convicted drinking drivers referred by the municipal courts.

Most recently, on August 30, 2005, the Board approved 138 renewal Alcohol and Drug Services Multiple Offender DUI Program Services Agreements for the period October 1, 2005 through September 30, 2010.

The DUI Program of SFV advised the Department of Health Services' Alcohol and Drug Program Administration that the sole proprietorship was transferred from Ronald Nicholas, Ph.D., President and Chairman of the Board of Directors, to Wendie Warwick, Vice President of the corporation on November 23, 2005. The transition does not change the provision and/or level of services provided under Agreement No. H-212387. The requirements of the Board Policy (12/13/05) regarding mergers/acquisitions have been met.

The Contractor is required to be State-licensed. The State requires Board approval (delegated authority) of the change of ownership before they will approve the change in State license.

Further, delegated authority to approve all future assignments and delegations for these DUI agreements is requested through September 30, 2010.

This Amendment No. 1 includes the newly adopted Board provision "Contractor's Charitable Activities Compliance" and revised language for "Contractor Responsibility and Debarment".

Exhibit I has been reviewed and approved by County Counsel as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise assignment of agreement actions on the Los Angeles County Online Web Site.

Delegated authority for assignment and delegation of prior Board-approved contracts will help ensure accurate and timely payment to providers.

The Honorable Board of Supervisors  
January 26, 2006  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will allow services to continue uninterrupted.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

BAC:po  
~~ASSIGN&DELEDUTADAPT~~

Attachment (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF ASSIGNMENT OF AGREEMENT

1. TYPE OF SERVICE:

Driving-Under-The-Influence Program - alcohol and drug treatment and recovery services.

2. TRANSFER OF OWNERSHIP:

FROM:

DUI Program of SFV  
760 Owensmouth Ave.  
Canoga Park, CA 91303  
Attention: Ronald Nicholas, Ph.D.

TO:

DUI Program of SFV  
760 Owensmouth Ave.  
Canoga Park, CA 91303  
Attention: Wendie Warwick

3. TRANSFERRED AGREEMENT AND TERM:

DUI Program of SFV- Contract No. H-212387  
Term: October 1, 2005 through September 30, 2010.

4. FINANCIAL INFORMATION:

There is no fiscal impact as a result of these actions. The services provided under this Agreement are offset by the collection of fees from participants.

5. GEOGRAPHIC AREAS SERVED:

All Supervisorial Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration (ADPA).

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
ADPA:	Patrick L. Ogawa, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Eva Vera, Senior Deputy County Counsel

DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS

AMENDMENT NO. 1

THIS APPROVAL DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS  
is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

by and between                      COUNTY OF LOS ANGELES (hereafter  
"County"),

and                                      DUI PROGRAM OF SFV - RONALD  
NICHOLAS, Ph.D. (hereafter  
"Assignor")

and                                      DUI PROGRAM OF SFV - WENDIE  
WARWICK (hereafter "Assignee")

WHEREAS, on October 1, 2005, County and the DUI PROGRAM OF  
SFV, entered into an alcohol and drug services Agreement, further  
identified as Agreement No. H-212387 (hereafter "Agreement"); and

WHEREAS, on January 15, 2005, Ronald Nicholas, Ph.D.,  
President of the DUI PROGRAM OF SFV, informed the County that  
effective immediately ownership would be transferred to Wendie  
Warwick, current Vice-President.

WHEREAS, it is the desire of the parties hereto, to transfer  
the duties and responsibilities of ownership to Wendie Warwick;  
and

WHEREAS, it is the intent of the parties hereto to amend

said Agreement to provide for the changes set forth herein; and

WHEREAS, the "PROHIBITION AGAINST ASSIGNMENT AND DELEGATION" Paragraph of Agreement No. H-212387 prohibits Contractor from delegating its duties or assigning its rights thereunder without prior written consent of the County.

WHEREAS, this change in duties and responsibilities does not substantively affect DUI PROGRAM OF SFV'S organizational and/or service delivery structure

NOW, THEREFORE, the parties hereto agree as follows:

1. All Contractor rights and responsibilities under Agreement previously afforded to Ronald Nicholas, Ph.D., will now be granted to Wendie Warwick (Owner); and are incorporated by reference into this amended Agreement. County consents to such change in duties and responsibilities.

2. Subparagraph B of Agreement Paragraph 18, NOTICES, shall be amended as follows:

"18. NOTICES:

B. Notices to Contractor shall be addressed as follows:

DUI Program of SFV  
Dba Dignity Center  
Tarzana, California 91356  
Attention: Wendie Warwick"

3. ADDITIONAL PROVISIONS, Paragraph 49, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety to read as follows:

"49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other

public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing,



the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds

charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

5. Any debts due under Agreement No. H-212387 to County from Ronald Nicholas, Ph.D. for debts which have not yet been paid, shall be now transferred to Wendie Warwick.

6. Any debts due under Agreement No. H-212387 from County to Ronald Nicholas, Ph.D. for services which have not yet been paid, shall be now transferred to Wendie Warwick.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Delegation and Assignment of Rights of Agreement No. H-212387 to be subscribed by its

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Director of Health Services, and Robert Nicholas, Ph.D. and Wendie Warwick, has caused the same to be subscribed in their behalf the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical  
Officer

DUI PROGRAM OF SFV-RONALD NICHOLAS, Ph.D.  
Assignor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

DUI PROGRAM OF SFV - WENDIE WARWICK  
Assignee

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO CONTRACT  
ADMINISTRATION:

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts & Grants Division

ASSIGN&DELEADAPT(WORD)10/05